

- **SPECIAL B.E.D.A. MEETING (see Agenda)**

## **BEMIDJI CITY COUNCIL AGENDA**

Monday, April 1, 2013

Council Chambers  
City Hall – 317 4<sup>th</sup> Street NW  
7:00 P.M. or shortly thereafter



- **ROLL CALL**
- **PLEDGE OF ALLEGIANCE TO THE FLAG**
- **AMENDMENTS TO AGENDA**

### **I. MINUTES**

- 1) Sp. BEDA Meeting: March 13, 2013

### **II. CONSENT AGENDA**

*Items in the Consent Agenda are approved with one motion without discussion/debate. The Mayor will ask if any Council member wishes to remove an item. If no items are to be removed, the Mayor will then ask for a motion to approve the Consent Agenda.*

- 2) Claims Submitted by Finance Officer in the amount of \$387,971.65
- 3) Miscellaneous Business Licenses for 2013
- 4) 1-4 Day Temporary On-Sale Liquor License – Rotary Club for the 2013 Lake Bemidji Dragon Boat Festival (July 31 – August 3)
- 5) 1-4 Day Temporary On-Sale Liquor License – NW Technical Foundation Event "Night At the Races" – May 3, 2013
- 6) Resolution Approving the Site for the 2013 Lake Bemidji Dragon Boat Festival (July 29-August 3)
- 7) Resolution Reporting the City of Bemidji's Performance Measures Results for 2012
- 8) Appointment to the Public Arts Commission – Michelle Ruport
- 9) Purchase of a Replacement Police Squad – Police Department
- 10) Travel Authorization – LMC Orientation – Walker – April 3 - Olson

### **III. CITIZENS WITH BUSINESS BEFORE THIS COUNCIL – NOT ON AGENDA**

**Public Comment** – Please give your name, address and state your concern/comment. Visitors may share their concerns with City Council on any issue, which is not already on the agenda. Each person will have 3 minutes to speak. The Mayor reserves the right to limit an individual's presentation if it becomes redundant, repetitive, irrelevant, or overly argumentative. The Mayor may also limit the number of individual presentations on any issue to accommodate the scheduled agenda items. All comments will be taken under advisement by the Council. **PLEASE BE ADVISED THAT THE COUNCIL WILL TAKE NO ACTION AT THIS TIME.**

*Bemidji—Regional Center Amenities with Small Town Character*

**IV. REPORT(S)**

- Bemidji Youth Advisory Commission
- Bemidji University Student Senate
- Bemidji Library Update – Paul Ericsson, Branch Manager

**V. NEW BUSINESS**

- 11) Consider Amended Great Northern Depot Lease Agreement with Beltrami County Historical Society
  
- 12) Consider Adopting a Resolution Supporting Legislation Authorizing the Establishment of Municipal Street Improvement Districts

**VI. UPCOMING MEETINGS**

- |                    |           |   |
|--------------------|-----------|---|
| • Monday, April 8  | 5:30 p.m. | Work Session–Year 2012 Financial Review and 2014 Budget |
| • Monday, April 15 | 5:30 p.m. | Public Affairs Committee – Upstream TV                  |
| • Monday, April 15 | 7:00 p.m. | Council Meeting   |
| • Monday, April 22 | 5:30 p.m. | Special Work Session – Honeywell Energy Audit           |

**VII. MAYOR AND COUNCIL REPORTS**

- Please limit your committee reports to 4 minutes

**VIII. ADJOURN**

# **BEMIDJI ECONOMIC DEVELOPMENT AUTHORITY MINUTES**

## **Special Work Session Wednesday, March 13, 2013**

Pursuant to due call and notice, a regular meeting of the Bemidji Economic Development Authority (BEDA) of the City of Bemidji, Beltrami County, Minnesota, was held on Wednesday, March 13, 2013, at 5:15 p.m. in the Conference Room of City Hall, President Albrecht presiding.

Upon roll call, the following Commissioners were declared present: Albrecht, Hellquist, Johnson, Erickson, Thompson Absent: Olson, Meehlhause

Staff Present: City Attorney Alan Felix, City Clerk Kay Murphy

President Albrecht stated that the purpose of the meeting was to consider the draft agreement for approval pending the public hearing required before the proposed sale can be finalized by the B.E.D.A.

Felix summarized the details of the purchase(s). The developer, B&B Enterprises, LLC, proposes to purchase the northerly portion of Lot 1 for construction of approximately 30-units of townhome-style housing development, with construction to begin in 2013. B&B further proposes to purchase a combination of Option/Right of First Refusal of the southerly portion of Lot 1 on which they would continue build-out of the same development with approximately 18 units. The option period is five (5) years.

Commissioner Hellquist stated that the BEDA should proceed with caution as he believed the process used was "flawed". He stated that there is no breakdown of the cost per acre and not enough information provided.

Felix suggested that discussion regarding the process for selling land was for another time. However, if the terms of the purchase agreement were not acceptable that it should be noted for a closed meeting to discuss the terms further.

Discussion continued regarding the process that was used to select the developer. Consensus of the BEDA was that a work session be set to discuss the process for BEDA-owned land as well as City-owned.

Felix stated that the Developer has applied for a loan from the City's Revolving Loan Fund which will come before the City Council for their consideration.

**Motion by Thompson, seconded by Johnson, to enter into a Purchase Agreement with B&B Enterprises, LLC. Motion carried with the following vote: Ayes: Erickson, Thompson, Albrecht, Johnson. Nays: Hellquist.**

### ADJOURN

Motion by Hellquist, second by Johnson, to adjourn. All voted aye. Meeting adjourned at 5:50 p.m.

# Bill List Summary

April 1, 2013

<u>Check /Wire</u>	<u>Vendor</u>	<u>Amount</u>
10743	ASHCO Exteriors, Inc.	<u>22,815.20</u>
		22,815.20
10754-10834	See Attached List	<u>365,156.45</u>
		365,156.45
	TOTAL	\$ 387,971.65

# Accounts Payable

## Blanket Voucher Approval Document

User: monicae  
Printed: 03/26/2013 - 5:06PM  
Warrant Request Date: 04/02/2013  
DAC Fund:



### COUNCIL BILL LIST

Line	Claimant	Voucher No.	Amount
1	Al Belleveau Metal Sculpture	000010754	100.00
2	American Library Association	000010755	130.00
3	Ameripride	000000000	570.76
4	Anderson Race Management	000010756	257.50
5	AVCAM	000010757	30.00
6	Baker & Taylor	000010758	370.46
7	Beltrami County Auditor/Treasurer	000010759	506.27
8	Beltrami County Court Admin.	000010760	320.00
9	Beltrami County Historical Society	000010761	60.00
10	Beltrami Electric Coop	000010762	425.68
11	Beltrami Industrial Service, Inc.	000010763	267.19
12	Bemidji Paper Sales, Inc.	000000000	1,126.23
13	Bemidji Regional Airport	000010764	330.50
14	Bemidji Steel Company	000000000	144.38
15	Bermick's	000000000	12,359.30
16	Bonded Lock & Key of Bemidji	000010765	7.43
17	Carquest Auto Parts-Bemidji	000010766	13.00
18	Chader Business Equipment	000010767	469.18
19	Chattin, John	000000000	293.90
20	City of Bemidji BREC Operating Acct.	000000000	92,922.50
21	Conway Freight Inc	000010768	84.08
22	Crazy About Cleaning	000000000	582.47
23	Dakota Supply Group	000010769	1,222.42
24	Digital Ally, Inc.	000010770	514.00
25	DPC Industries, Inc.	000010771	3,311.01
26	Environmental Resource Associates	000010772	222.02
27	Era Laboratories, Inc.	000000000	802.00
28	Faegre Baker Daniels LLP	000010773	218.00
29	Fargo-Forks Freightliner	000010774	36.29
30	Fenner, Kevin	000000000	23.17
31	FleetPride, Inc.	000010775	482.74
32	Forestedge Winery	000010776	351.00
33	Froelich, Anita	000010777	25.00
34	Frontier Electric of Bemidji, Inc.	000010778	77.90
35	G & K Services Inc	000010779	88.20
36	Gale	000010780	575.42
37	Graphic FX	000010781	1,753.93
38	Guardian Pest Control, Inc	000010782	59.64
39	Hansen, David	000000000	60.00
40	Hawkins, Inc.	000000000	14,307.01
41	Hayes Instrument Co	000010783	383.64
42	HD Waterworks Supply	000010784	321.53
43	Headwaters Regional Development Commission	000010785	2,100.00
44	Ink Spot Press	000010786	75.77
45	Johnson Bros., Inc.	000010787	15,235.02

Page Total: \$153,616.54

Line	Claimant	Voucher No.	Amount
46	Karvacko Engineering	000000000	1,217.15
47	League of MN Cities	000010788	640.00
48	Ledermann, Timothy Jay	000010789	25.00
49	LP Stitchery	000010790	21.38
50	Luckens Village Foods North	000010791	136.91
51	Luckens Village Foods South	000010792	14.48
52	Luggar, Rick	000000000	18.00
53	Marco, Inc.	000010793	169.85
54	McKinnon Co., Inc.	000010794	2,159.30
55	McMaster-Carr Supply Co.	000010795	485.69
56	Meehlhause, Michael	000000000	259.90
57	Menards-Bemidji	000010796	398.70
58	Mid-American Research Chemical	000010797	215.19
59	Miller, Michelle	000000000	215.50
60	MN Dept of Revenue ACH	000000000	42,681.00
61	MN Industries, Inc.	000010798	657.28
62	MN Valley Testing Lab, Inc.	000000000	438.25
63	MPH Industries, Inc.	000010799	1,577.89
64	NAPA Auto Parts	000010800	12.70
65	Neopost-ACH	000000000	2,648.00
66	North Central Turf Grass Association	000010801	90.00
67	North Country Business Product	000000000	324.57
68	North Country Electrical Services, Inc.	000010802	85.00
69	North Shore Analytical, Inc.	000010803	830.00
70	Northern Mississippi Range, Inc.	000010804	105.00
71	Northern Region Firefighters Ass'n.	000010805	50.00
72	Otter Tail Power Company	000010806	64,358.95
73	Paskvan Real Estate LLLP	000010807	140.00
74	Phillips Wine & Spirits	000010808	8,152.54
75	Pinoniemi, Mark	000000000	152.98
76	Postmaster	000010809	382.77
77	PowerPlan OIB	000010810	1,113.62
78	Quill Corporation	000010811	211.08
79	Reiners, Sarah Elizabeth	000010812	5.00
80	Roger's Two Way Radio, Inc.	000010813	3,183.18
81	Rohlfing of Brainerd, Inc.	000000000	764.79
82	Sadeks Repair & Welding, Inc.	000010814	23.74
83	Safety Kleen Systems, Inc.	000010815	303.45
84	Sanford Center	000010816	1,874.36
85	Security Plus Alarms LLC	000010817	1,036.90
86	Select Account	000010818	124.44
87	Simonson Station Store-Bemidji	000010819	197.60
88	Skeeter Stitch	000010820	3.00
89	Southern Wine & Spirits of Minnesota	000010821	14,316.84
90	Spartz, Ron	000010822	13.89
91	Spee-Dee Delivery Service, Inc.	000010823	113.06
92	Streicher's	000010824	44.99
93	Sunny Hill Distr., Inc.	000010825	8,293.54
94	SVL Service Corporation	000010826	1,790.00
95	TDS Metrocom-MN	000000000	870.00
96	Thomson Reuters-West	000010827	676.52
97	Thunderbird Graphics	000010828	120.00
98	Thunderbird Trophies	000010829	49.16
99	Tires Plus of Bemidji	000010830	235.17
100	Truck Utilities, Inc	000010831	11.65
101	VisitBemidji	000000000	23,281.43
102	Wilson, Sarah Elizabeth	000010832	25.00

Page Total: \$187,346.39

<b>Line</b>	<b>Claimant</b>	<b>Voucher No.</b>	<b>Amount</b>
103	Wine Merchants	000010833	252.18
104	Wirtz Beverage Minnesota Wine & Spirits, Inc	000010834	23,941.34
		<b>Page Total:</b>	<b>\$24,193.52</b>
		<b>Grand Total:</b>	<b>\$365,156.45</b>

# GENERAL BUSINESS LICENSES - 2013

Type of License	Business Name	Business Location	Fee Paid
<b>Fairs</b>			
	BEMIDJI DRAGON BOAT FESTIVAL	BEMIDJI WATERFRONT	\$75.00
<b>Taxicab Driver</b>			
	CHRISTOPHER JAMES WHELAN	WITHIN BEMIDJI CITY LIMITS Q027103163709	\$20.00





**Minnesota Department of Public Safety**  
**Alcohol and Gambling Enforcement Division**  
 444 Cedar Street, Suite 222, St. Paul, MN 55101  
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555  
**APPLICATION AND PERMIT FOR A 1 DAY**  
**TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date organized	Tax exempt number	
Bemidji Rotary Club / Lake Bemidji Dragon Boat Festival		Jan 1, 1935		
Address	City	State	Zip Code	
PO Box 1321	Bemidji	Minnesota	56619	
Name of person making application		Business phone	Home phone	
Kristi Bissonette		218.759.7143	218.766.8256	
Date set ups will be sold		Type of organization		
July 31, 2013 - August 3, 2013		<input checked="" type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
Organization officer's name		City	State	Zip
<input checked="" type="checkbox"/> Dennis Vorgert - Treasurer	Bemidji	Minnesota	56619	
<input type="checkbox"/> Add New Officer				

Location where permit will be used. If an outdoor area, describe.

Lake Bemidji Waterfront - in close proximity to the Rotary Pavilion, under a tent

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

Bemidji Rotary Club - insured for \$10,000,000 General Aggregate / \$2,000,000 occurrence, personal, adv. injury  
 \$500,000 premises damage / \$4,000,000 products - comp/op/agg

**APPROVAL**

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

Bemidji  
 City/County

120.00  
 City Fee Amount

3-20-13  
 Date Fee Paid

\_\_\_\_\_  
 Date Approved

\_\_\_\_\_  
 Permit Date

\_\_\_\_\_  
 Signature City Clerk or County Official

\_\_\_\_\_  
 Approved Director Alcohol and Gambling Enforcement

NOTE: Submit this form to the city or county 30 days prior to event. Forward application signed by city and/or county to the address above. If the application is approved the Alcohol and Gambling Enforcement Division will return this application to be used as the permit for the event.



**Minnesota Department of Public Safety**  
**Alcohol and Gambling Enforcement Division**  
 444 Cedar Street, Suite 222, St. Paul, MN 55101  
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555  
**APPLICATION AND PERMIT FOR A 1 DAY**  
**TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization <i>Northwest Technical College Foundation</i>		Date organized <i>12-27-2004</i>	Tax exempt number <i>20-1967120</i>
Address <i>905 Grant Ave</i>		City <i>Bemidji</i>	State <i>Minnesota</i>
		Zip Code <i>56601</i>	
Name of person making application <i>Lisa Bruns</i>		Business phone <i>(218) 333-6678</i>	Home phone <i>759-1491</i>
Date(s) of event <i>May 3, 2013</i>		Type of organization <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit	
Organization officer's name <i>X Lisa Bruns</i>		City	State <i>Minnesota</i>
			Zip
<input type="checkbox"/> Add New Officer			

Location where permit will be used. If an outdoor area, describe.

*Beaux Arts Ballroom  
Bemidji State University - Bemidji*

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

*Mitch Rautio, Keg n Cork, 310 Beltrami Ave, Bemidji 56601*

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

*Illinois Casualty Company ICC      1.5 million dollars coverage*

*Insure Forward, John Baumgartner*

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

*Bemidji*  
City/County

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*150.00*  
City Fee Amount

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*3/27/13*  
Date Fee Paid

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Permit Date

\_\_\_\_\_  
Signature City Clerk or County Official

\_\_\_\_\_  
Approved Director Alcohol and Gambling Enforcement

NOTE: Submit this form to the city or county 30 days prior to event. Forward application signed by city and/or county to the address above. If the application is approved the Alcohol and Gambling Enforcement Division will return this application to be used as the permit for the event.

# RESOLUTION NO.

## A RESOLUTION APPROVING THE SITE FOR THE 2013 LAKE BEMIDJI DRAGON BOAT FESTIVAL

**WHEREAS**, the Bemidji Area Chamber of Commerce, hereinafter referred to as "Chamber", have requested use of the waterfront for the 8<sup>th</sup> Annual Lake Bemidji Dragon Boat Festival in the City of Bemidji; and

**WHEREAS**, this festival is of economic and cultural benefit to the Bemidji area; and

**WHEREAS**, the Chamber is planning to hold this festival beginning July 31 through August 3, 2012 (setup and practicing beginning on July 29 and removal by August 4); and

**WHEREAS**, the area to be used during this celebration will be the waterfront park including Library Park and the Rotary pavilion; and

**WHEREAS**, the Chamber agrees to abide by all city rules and regulations in the use of the designated areas, to clean and restore the areas used to the satisfaction of Parks Department staff, and to submit appropriate applications and user and permit fees to the City Clerk, including \$500 to the City towards the City's costs of providing police security during the event; and

**WHEREAS**, the Chamber will provide the City with a Certificate of Insurance naming the City as an "additional insured" for the duration of the event.

**NOW, THEREFORE, BE IT RESOLVED** by the Bemidji City Council to authorize the use of the aforementioned areas by the Chamber commencing July 29 through August 3, 2013 for the purpose of the Lake Bemidji Dragon Boat Festival.

The foregoing resolution was offered by Councilmember \_\_\_\_\_, who moved its adoption, and upon due second by Councilmember \_\_\_\_\_, was passed by the following vote:

Ayes:

Nays:

Absent:

Passed:

ATTEST:

APPROVED:

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Kay M. Murphy, City Clerk

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Rita C. Albrecht, Mayor

February 22, 2013  
City of Bemidji  
317 4<sup>th</sup> Street NW  
Bemidji, MN 56601

To Whom It May Concern,

Enclosed please find the application forms and payments necessary to apply for use of the city owned waterfront for the 8th Annual Lake Bemidji Dragon Boat Festival. Our event is scheduled for July 29<sup>th</sup> – August 5<sup>th</sup>, 2013. I have included a summary page outlining the associated activities by day for your review.

We truly appreciate the support that the City of Bemidji has given us while planning and holding our past events. We are also appreciative of your participation and volunteering to help make this festival such a success. Your commitment has been very valuable to our festival. We would like to again extend a complimentary team registration to the City of Bemidji if you would like to participate. Please contact me if you wish to be included in our team roster.

Thank you for your consideration of our application. I look forward to hearing from you and would be happy to provide any additional information at your request.

Paddles Up!



Kristi Bissonette  
Lake Bemidji Dragon Boat Festival

[bissonettek@ncbpinc.com](mailto:bissonettek@ncbpinc.com)  
218.759.7143 office  
218.766.8256 cell

# 2013 Lake Bemidji Dragon Boat Festival - Waterfront Park Usage Request

## **Monday, July 29<sup>th</sup>** *\*Rotary may meet at the Rotary Pavilion at noon*

Docks delivered, assembled and installed on waterfront  
Big tent set up, connecting to the Rotary Pavilion  
Two Utility Trailers - parked below the Arts Council building for use as storage  
Dragon Boats and accessories arrive and are unloaded and stored in trailers  
2 port-a-johns delivered  
Practices held in the evening

## **Tuesday, July 30<sup>th</sup>**

Rain date for big tent set up  
Sign set up  
Picnic tables and beer tent tables delivered  
Dragons Den port-a-johns delivered  
Double fencing set up for beer tent security  
Practices held in the evening

## **Wednesday, July 31<sup>st</sup>**

Ice delivered  
Sanford taco feed throughout day – beer tent open 4-9  
Practices held in the evening

## **Thursday, Aug 1<sup>st</sup>**

Food vendors move in and set up  
Beer tent open in the evening  
Team village port-a-johns delivered  
Evening DJ to promote our event  
Finish line tent & scaffolding erected  
Bleachers & picnic tables delivered  
Paint team village lines in Library Park (white paint)  
Additional small tents erected by the Arts Center  
CornHole tournament held under the tent 6pm -10pm  
Practices held in the evening

## **Friday, Aug 2<sup>nd</sup>**

On water - race lanes set during the afternoon  
Opening Ceremonies and Parade of Teams evening  
Practices held from 12:00pm into the evening  
Live band and Beer Tent Open

## **Saturday, Aug 3<sup>rd</sup>**

Dragon Boat Races held all day – 8 am-6pm  
Live Band and Beer Tent Open  
On water - race course tear down after 6 pm  
Dragon Boats & accessories removed after 6 pm  
Some tear down of the waterfront

## **Sunday, Aug 4<sup>th</sup>**

Tear Down of smaller tents  
Vendors leave grounds by am  
Garbage clean up

## **Monday, Aug 5<sup>th</sup>**

Big tent tear down  
Garbage Clean up  
Port-a-john removal  
Utility trailers removed  
Beer Trailer removed  
Bleachers & picnic tables removed  
Docks removed

# **COUNCIL AGENDA ITEM**



**Meeting Date:** April 1, 2013

**Action Requested:** Adopting Performance Measures for 2012

**Prepared By:** Ron Eischens, Finance Director *Ron*

**Reviewed By:** John Chattin, City Manager

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The State Council on Local Results and Innovation was created by the 2010 Legislature to set benchmarks for city and county operations. The legislation comes with two incentives to encourage participation; a state aid appropriation equal to 14 cents per capita and exemption from property tax levy limits.

The City conducted a citizen survey last fall and the performance measure results are summarized on the attached. A copy of the entire survey is available from the City Clerk's office.

In order for the City to receive its appropriation of \$2,000 and levy limit exemption it must pass the attached resolution.

## **Recommendation:**

Adopt the attached resolution and authorize submission to the State Auditor on or before June 30, 2013.

**CITY OF BEMIDJI  
PERFORMANCE MEASURES SUMMARY RESULTS  
2012**

<b>Measure</b>	<b>Description</b>	<b>Excellent</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>
1	Overall Quality of Services	44%	44%	8%	3%
2	Percent Change in taxable property value	<b>6.8% increase over last year</b>			
3	Overall Appearance of City	27%	56%	15%	1%
4	Safety rating in community	26%	55%	15%	4%
5	Quality of Fire Services	65%	25%	5%	1%
6	Condition of City Streets	30%	55%	12%	3%
7	Quality/timeliness of snowplowing City streets	44%	39%	10%	4%
8	Dependability and Quality of Water Supply Operating cost per million gallons of water pumped	51%	34% \$2,383	7%	2%
9	Dependability and Quality of Sanitary Sewer Operating cost per million gallons of water pumped	50%	34% \$4,427	8%	2%
10	Quality of City recreational programs and facilities	68%	26%	5%	1%
11	Bond Rating	<b>Moody's Investors Service Rating of <u>Aa3</u> Standard and Poors Rating of <u>A+</u></b>			
12	Number of Library Visits per 1,000 population	2010	2011	2012	
13	Insurance industry rating of fire services	17,446	17,526	15,700	
14	Fire calls per 1,000 of population	Ranges from 4 to 10 within service area			
		198	171	164	
13	Part I and II Crime Clearance Rates	I	II	Total	
		39%	63%	54%	

# RESOLUTION NO.

## A RESOLUTION ADOPTING THE CITY OF BEMIDJI'S PERFORMANCE MEASURES RESULTS FOR 2012

**WHEREAS,** benefits to the City of Bemidji for participation in the Minnesota Council on Local Results and Innovation's comprehensive performance measurement program are outlined in MS 6.91 and include eligibility for a reimbursement as set by State statute; and

**WHEREAS,** any city participating in the comprehensive performance measurement program is also exempt from levy limits for taxes, if levy limits are in effect; and

**WHEREAS,** the City Council of Bemidji has adopted and implemented at least 10 of the performance measures, as developed by the Council on Local Results and Innovation, and a system to use this information to help plan, budget, manage and evaluate programs and processes for optimal future outcomes; and

**NOW THEREFORE LET IT BE RESOLVED THAT,** the City Council of Bemidji will continue to report the results of the performance measures to its citizenry by the end of the year through publication, direct mailing, posting on the city's website, or through a public hearing at which the budget and levy will be discussed and public input allowed.

**BE IT FURTHER RESOLVED,** the City Council of Bemidji will submit to the Office of the State Auditor the actual results of the performance measures adopted by the city.

The foregoing resolution was offered by Councilmember \_\_\_\_\_, who moved its adoption, and upon due second by Councilmember \_\_\_\_\_, was passed by the following vote:

Ayes:  
Nays:  
Absent:

Passed:

ATTEST:

APPROVED:

\_\_\_\_\_  
Kay M. Murphy, City Clerk

\_\_\_\_\_  
Rita C. Albrecht, Mayor



## **COUNCIL AGENDA ITEM**



**Meeting Date:** April 1, 2013

**Action Requested:** Appointment to Public Arts Commission

**Prepared By:** Kay M. Murphy, City Clerk *Kay*

**Reviewed By:** John M. Chattin, City Manager

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The Public Arts Commission has two vacancies at this time. Per the Policy for Appointment, I have advertised the openings and received the attached application from Michelle Ruport, 1113 America Avenue NW.

Mayor Albrecht and Chair Sandy Kaul have reviewed the application and recommend that the Council consider Michelle Ruport for appointment as she will be a great addition to serve on that Commission.

### **Recommendation:**

Approve appointment of Michelle Ruport to the Public Arts Commission (term ending January 31, 2016).



CITY OF BEMIDJI  
317 4<sup>th</sup> Street NW  
Bemidji, MN 56601

Phone: 218-759-3570 Fax: 218-759-3590

Website: [www.ci.bemidji.mn.us](http://www.ci.bemidji.mn.us)

Date Received: Aug 3/25  
Received By: Kay

## BOARD/COMMISSION APPLICATION

APPLYING FOR (check only one):

- |   |  |
|---|--|
| <input type="checkbox"/> Charter Commission                 | <input type="checkbox"/> City Library Board                        |
| <input type="checkbox"/> Heritage Preservation Commission   | <input type="checkbox"/> Merit Hearing Board                       |
| <input type="checkbox"/> Housing & Redevelopment Commission | <input type="checkbox"/> Parks & Trails Commission                 |
| <input type="checkbox"/> Housing Appeals Board              | <input type="checkbox"/> Greater Bemidji Joint Planning Commission |
| <input checked="" type="checkbox"/> Public Arts Commission  |  |

NAME: Michelle Marie Ruport

FULL ADDRESS: 1113 America Ave. NW Bemidji MN

PHONE (HOME): 218-209-6945

PHONE (WORK): —

EMAIL: m.ruport1986@gmail.com

ARE YOU A RESIDENT OF THE CITY OF BEMIDJI?  YES  NO

DO YOU MEET THE QUALIFICATIONS TO SERVE ON THE BOARD/COMMISSION FOR WHICH YOU ARE APPLYING AS STIPULATED IN THE CITY'S POLICY ON APPOINTMENTS TO BOARDS & COMMISSIONS?  YES  NO

STATEMENT OF INTEREST, WHY YOU ARE INTERESTED IN SERVING ON THIS BOARD/COMMISSION:

As both an Artist and Art Patron, I would love the opportunity to take part in building on what Bemidji has to offer artistically.

PLEASE LIST YOUR QUALIFICATIONS, EXPERIENCE/EDUCATION THAT IS RELATIVE TO YOU SERVING ON THIS BOARD/COMMISSION:

- \* B. A. in Visual Arts (Bemidji State)
- \* 2011-Current: Chair/Organizer for Annual Holidays by Hand
- \* 2012-Current: Committee member for Lot 6 Art Fair
- \* Working relationships with 50+ Local Artists
- \* Experience as a working artist for 4+ years

AVAILABILITY: Are you able to meet as necessary to fulfill the responsibilities of appointment to this board/commission?  Yes  No

REFERENCES: (Optional)

Tanner Thompson	Bemidji MN	218-537-0027
Name	Address	Phone
Lindsey Lubarda	Bemidji MN	763-350-2624
Name	Address	Phone
Kerry Claypool	Bemidji MN	
Name	Address	Phone

Incomplete applications will not be considered.

NOTE: This application is of public record. Public Service opportunities are offered by the City of Bemidji without regard to race, color, national origin, religion, disability, sex or sexual orientation.

(For Office Use Only)

Was application submitted by due date?  Yes  No

The Applicant is:  A New Applicant  Applying for Reappointment

This appointment is for a:  Partial Term  Full Term


Date submitted to Council: \_\_\_\_\_ Council Action:  Not Appointed  Appointed (Exp: \_\_\_\_\_)

## **COUNCIL AGENDA ITEM**



**Meeting Date:** April 1, 2013

**Action Requested:** Approve purchase of 2013 Ford Interceptor squad car

**Prepared By:** Ron Eischens, Finance Director  
Mike Mastin, Police Chief 

**Reviewed By:** John Chattin, City Manager

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The attached letter from Police Chief Mastin provides the background information for the request to purchase a 2013 Ford Police Interceptor squad car. The squad car will be purchased from the state purchasing pool, eliminating the requirement for other bids.

The cost of the new squad car and necessary equipment is \$32,119 based on the current information from the state contract.

The budget adjustment requested will be included in a future council meeting agenda.

**Recommendation:**

Authorize the purchase of a 2013 Ford Interceptor squad car from the state purchasing pool in the amount of \$32,119.



**BEMIDJI POLICE DEPARTMENT**  
Chief Mike Mastin  
613 Minnesota Ave NW ♦ Bemidji MN 56601  
Phone: 218-333-9111 Fax: 218-333-8133  
[policechief@ci.bemidji.mn.us](mailto:policechief@ci.bemidji.mn.us)

---

Ron Eischens,  
City of Bemidji Finance Director.  
317 4<sup>th</sup> Street NW  
Bemidji, MN 56601

CC: John Chattin,  
City Manager, Bemidji

RE: 2010 Chevrolet squad car damaged

Greetings Ron,

On March 15, 2013 at approximately 2:15 am a City of Bemidji Police Department squad car was struck by a vehicle operated by an intoxicated driver on Bemidji Avenue. The officer involved was not in the vehicle at the time of the crash but, the squad car sustained significant damage. The intoxicated driver was arrested by the Beltrami County Sheriff's office and charges, along with a restitution request, will be forwarded to the county attorney once alcohol level results are returned from the BCA lab.

Since the crash I have obtained two repair estimates in the area of \$17,000. I have also spoke with the League of Minnesota Insurance rep Mark Nygard. He has deemed the vehicle a total loss and indicated the LMC will reimburse the city for a value of \$12,644.00

This vehicle needs to be replaced. Therefore, I am requesting a budget adjustment in the amount of \$32119.00 for the purchase of 2013 Ford Police Interceptor squad car and some essential equipment (see attachment). This cost is substantially less than the \$53,640 for a full equipped squad car because we are able to reuse some of the equipment.

Mike Mastin, Chief of Police  
Bemidji Police Department  
613 Minnesota Avenue  
Bemidji, MN 56601  
(218)333-8437, Fax (218)333-8370  
[mmastin@ci.bemidji.mn.us](mailto:mmastin@ci.bemidji.mn.us)

## **COUNCIL AGENDA ITEM**



**Meeting Date:** April 1, 2013

**Action Requested:** Approve Great Northern Depot Lease agreement modifications

**Prepared By:** Ron Eischens, Finance Director 

**Reviewed By:** John Chattin, City Manager

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In the past, the City and Beltrami County Historical Society had many discussions about who is responsible to pay building repairs and maintenance issues and which repairs were considered major. Over the last several months City staff met with members of the Beltrami Historical Society to clarify various lease terms.

The City contributes approximately \$20,000 annually towards insurance and operating costs of the Great Northern Depot.

Attached is the updated lease agreement which has been approved by the Historical Society.

**Recommendation:**

Approve the revised lease agreement with Beltrami County Historical Society for the Great Northern Depot facility.

REVISED

**GREAT NORTHERN DEPOT LEASE AGREEMENT**

**THIS LEASE AGREEMENT**, made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2013~~00~~, by and between the **City of Bemidji, MN**, a municipal corporation duly organized under the laws of the State of Minnesota, hereinafter referred to as the "**City**", and the **Beltrami County Historical Society**, a Minnesota Non-Profit Corporation, hereinafter referred to as "**Lessee**".

**WITNESSETH:**

**WHEREAS**, the City previously purchased the former Great Northern Depot (hereinafter referred to as "**Depot**") and presently leases from the Burlington Northern and Santa Fe Railway Company (hereinafter referred to as "**BNSF**") (Lease No. 547326) certain land surrounding and upon which the Depot is situated; and

**WHEREAS, the City previously received a construction grant from the State of Minnesota, through the Minnesota State Historical Society (hereinafter referred to as "MHS"), for the renovation of the Depot for use as a historical museum, and pursuant to the grant agreement with MHS (hereinafter referred to as the "Grant Agreement"), the use and operation of the Depot by the City, its lessees and/or assigns, is subject to certain conditions and obligations; and**

~~**WHEREAS**, the City has received a \$650,000 construction grant from the State of Minnesota, through the Minnesota State Historical Society (hereinafter referred to as "**MHS**"), to be matched by local funds for the renovation of the Depot to enable its use as a historical museum and facility for the Beltrami County Historical Society; and~~

~~**WHEREAS**, the City has entered into a Construction Grant and Disbursement Agreement (hereinafter referred to as "**MHS Agreement**"), which Agreement includes conditions and obligations respecting the use and operation of the Depot by the City, its lessees and assigns; and~~

**WHEREAS**, the Lessee is charged with the duty of providing for the collection, preservation and dissemination of knowledge and historical information concerning Beltrami County history, and the museum display of artifacts of historic interest, and Lessee has contributed approximately \$230,000 financial resources toward the renovation and preservation of the Depot; and

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**WHEREAS**, and Lessee is an eligible Lessee under the terms of the Grant Agreement and has been accepted by BNSF as a Sublessee under the Railroad Lease; and

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**WHEREAS**, pursuant to Minnesota Statutes Section 471.191, Subd. 1, the parties previously entered desire to enter into this a Lease Agreement (hereinafter the "Original Agreement") to outline between themselves their respective rights and obligations with each other and with the State of Minnesota as a third party beneficiary of and under the Lease Agreement, respecting the lease and use of the Depot as a historical museum and facility, and desire now to amend said Original Agreement to update and clarify those rights and obligations under the revised lease terms set forth hereinafter.

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**NOW, THEREFORE**, in consideration of the rents and covenants hereinafter mentioned, the parties agree as follows:

**I. LEASED PREMISES**

The City does hereby demise, lease and let unto the Lessee, and the Lessee does hereby take from the City the premises described in "Exhibit A" attached to this Lease Agreement (hereinafter referred to as the "Leased Premises").

To have and to hold the Leased Premises upon completion of the City's Depot Renovation Project, without any liability or obligation by the City of making any additional alterations, improvements or repairs of any kind or nature on or about the Leased Premises, except as hereinafter provided.

**II. LEASE TERM**

Subject to earlier termination as otherwise provided in this Revised Lease Agreement, the term hereof shall be for a period of twenty (20) ten (10) years, commencing on the date this Agreement is fully executed by the parties hereto Lessee takes occupancy of the Leased Premises and terminating on the day and month twenty (20) ten (10) years after said occupancy commencement date. City hereby grants Lessee the option to renew this Revised Lease Agreement for four (4) additional five-year periods. If Lessee wishes to renew the Lease Agreement, it shall express that interest by written notice given to the City by certified mail or personal delivery at least sixty (60) days prior to the end of the term or period of the Revised Lease Agreement then in effect. The City shall thereafter by resolution of the City Council, renew this Revised Lease Agreement on or before the commencement of the renewal term. During each renewal term, all the terms, conditions, and covenants set forth or otherwise incorporated by reference in this Revised Lease Agreement shall continue and remain in force. City Council consent will not be unreasonably withheld.

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**III. RENT**



~~Lessee shall pay to the City as annual rent that sum equal to the expense of the lighting currently provided to the exterior of the Leased Premises, including to the parking lot and Veteran's Memorial Park located adjacent to the Leased Premises, annually charged the City by BNSF under the terms of the City's lease(s) with BNSF. The rent payments shall be made on or before April 1 of each succeeding year of the lease term and any renewal period. Lessee shall also pay all repair and maintenance costs as described in Section V hereinafter.~~

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#### IV. USE OF PREMISES

Lessee shall use the Leased Premises for the purposes of operating a historical museum and facility which shall be open to the public, and which may hereinafter from time to time be referred to as the "Governmental Program". Lessee shall determine the hours of operation of the museum and facility, but shall make all feasible and reasonable arrangements for the use of the museum facility by the public. Lessee also shall have exclusive control of the presentation of historical displays.

If Lessee abandons the use of the Leased Premises as a historical museum and the activities related thereto, the City may give written notice as required under Sections X and XX herein and terminate the Revised Lease Agreement.

#### V. REPAIRS, MAINTENANCE AND UTILITIES

Lessee shall, at its sole cost and expense, furnish heat, ~~lighting~~ lighting and refuse disposal for the building during the period of its occupancy in each year of the Revised Lease Agreement. The City shall furnish water and sewer services at no cost to the Lessee.

Lessee shall keep the Leased Premises in neat and reasonable order and shall assume all responsibility for proper day-to-day maintenance and repair, including, but not restricted to, responsibility for maintenance of public restrooms and ice and snow removal from sidewalks and other pedestrian accesses serving the Leased Premises. Lessee's maintenance responsibility shall also include Maintenance items shall include, but not is not limited to, annual HVAC inspections and maintenance, annual fire and security system inspections and other maintenance, as required, to prevent degradation of the building and equipment.

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~~However, The City shall be responsible for - maintenance of the exterior grounds, including removal of snow from the parking lot area(s) and any other areas of the Leased Premises where snow can be readily removed with mechanical equipment.~~

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Lessee shall have the right, with approval of the City, to remodel, repair, alter, reconstruct or improve the Leased Premises consistent with its use as a historical building and museum and in conformance with Standards for Historical Preservation Projects as described in Section 5.23 of the MHS Agreement, without obligation on the part of the City, but only after providing City with 120 days written notice.

Provision for major ~~structural~~ repairs of the Leased Premises, including the major repair or replacement of systems such as the air conditioning system, and payment of the cost thereof shall be the responsibility of the City, unless otherwise negotiated by and between the parties and reduced to writing as an amendment to this Lease Agreement. A major repair is defined as individual repair item that exceeds \$500 in cost and was not caused by or is not the result of Lessee's lack of or failure to perform the routine and day-to-day maintenance described above.

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Lessee may install such signs in and about the Leased Premises but only after approval by the City and only where consistent with the Standards for Historical Preservation Projects mentioned in Section 5.23 referred to above. In no event shall the installation of any signs weaken or adversely affect improvements on the property. Further, installation of exterior signs must also comply with the City's the Greater Bemidji Area Joint Planning Board Sign Ordinance.

## VI. RIGHT TO ENTER

The City and MHS may enter upon the Leased Premises at any reasonable time for the purpose of inspecting the premises, provided that entry and inspection does not interfere with the Lessee's use and enjoyment of the Leased Premises. In addition, Lessee, at all times, shall allow the City, in particular, the City Manager, City Building Official, ~~Public Safety Director~~ and Fire Chief or their designees, to enter upon the Leased Premises to ensure Lessee's compliance with the terms and conditions of this Lease Agreement. Should such inspection disclose, or should information coming to the attention of the City Manager disclose, that any of the structure, fixtures or operations of the Lessee on the Leased Premises are unsafe or pose a hazard or danger to the public health or welfare, the City Manager shall give the Lessee notice of the condition or violation.

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## VII. SUBLEASING ASSIGNMENT AND MORTGAGE

Lessee shall not sublet the whole or any part of the Leased Premises, nor assign, transfer, hypothecate, or mortgage this Lease Agreement or any or all of its rights hereunder, except on the prior written consent of the Bemidji City Council and only if consistent with the City's Agreement with MHS, and any transfer, assignment or sublease to the contrary shall be voidable at the option of the City.

## VIII. INSURANCE AND INDEMNITY

A. **Insurance.** Lessee shall provide Property Insurance coverage for its contents, improvements and betterments to the Leased Premises on a replacement cost basis. A Special Coverage Property Form shall be used for the described Leased Premises. Additionally, Lessee shall maintain General Liability Insurance at all times covering the Leased Premises, Products sold and the operations authorized by this Lease Agreement. (However, City may provide General Liability Insurance covering the parking lot area(s)). Lessee's general liability coverage shall provide minimum liability limits as outlined below:

<u>Single Limits</u>	<u>Combined</u>
General aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence (bodily injury and property damage)	\$1,000,000
Fire Legal Liability	\$1,000,000
Premises Medical Payments	\$ 5,000 (each person)

The City shall be added as the Lessor under Lessee's policy, and the cancellation provision of said policy must provide for a thirty (30) day notice of cancellation by the issuing company to the City should the policy be cancelled for any reason before its expiration date. Annually the Lessee agrees to provide the City a copy of said policy which shall be filed with the City Clerk. A Certificate of Insurance or Binder evidencing the above coverage and conditions

is acceptable on a temporary basis, not to exceed sixty (60) days, until the policy is actually issued and a copy provided to the City Clerk.

Lessee shall be responsible for and receive the benefit of their own contents and personal property insurance. Further, Lessee and subtenants shall carry and be responsible for Workers Compensation Coverage and Unemployment Compensation Coverage for themselves and their employees as required under the Laws of the State of Minnesota.

**B. Insurance Proceeds/Reconstruction.** In case the Licensed Premises shall be so damaged by the elements, fire or any cause as to be unfit for occupancy for historical museum purposes, the City and Lessee agree to promptly use all net insurance proceeds collected by each for the reconstruction and repair of the building.

**C. Indemnity.** Lessee agrees to fully indemnify and hold harmless the City, its agents and employees, from and against all claims, actions, judgments, cost and expenses arising out of the damage or injuries to third persons or other property, caused by the fault or negligence of Lessee, their agents, employees and subtenant(s) in the use, occupancy or maintenance of the Leased Premises, including those claims that might arise under the Unemployment Compensation or the Workers Compensation Act of the State of Minnesota, on behalf of Lessee, employees, subtenant(s) or other persons while so engaged in the performance of any services contemplated under this Lease Agreement; provided, however, that Lessee shall not be liable for any injury or damage or loss occasioned by the negligence of the City, its agents, or employees; and provided further that the Lessee shall give to City prompt and reasonable notice of any such claims or actions and City shall have the right to investigate, comprise and defend the same. The parties agree that the liability of the City is governed by the provisions contained in Minnesota Statutes Chapter 466, as such may be subsequently amended, modified or replaced.

## **IX. QUIET ENJOYMENT**

The City agrees that on payment of the rent and performance of the covenants and agreements on the part of Lessee to be performed hereunder, Lessee shall peaceably have and enjoy the Leased Premises and all the rights granted hereunder.

## **X. CANCELLATION AND DEFAULT**

If the Lessee shall default in the performance of any of its obligations, and if such default shall continue for ninety (90) days after written notice thereof by the City to the Lessee (except that if the Lessee cannot take care of any such default within said ninety (90) days, this period shall be extended for a reasonable additional time provided that the Lessee commences to cure such default within the ninety (90) days and proceeds diligently thereafter to effect such cure) or if the Lessee shall be adjudicated bankrupt or insolvent according to law, or shall make an assignment for the benefit of creditors, then the City may lawfully enter the Premises and repossess the same and expel the Lessee and those claiming under the Lessee without being deemed guilty of any manner of trespass and without prejudice to any other remedies which the City may have for arrears of rent, and Lessee covenants that in case of such termination, it will indemnify the City against all unavoidable loss of rent which the City may incur by reason of such termination during the remainder of the Lease Term.

## **XI. CIVIL RIGHTS**

Neither Lessee nor any subtenant shall discriminate on the grounds of race, color, creed, religion, or national origin, sex, marital status, disability, sexual orientation, age, or status with regard to public assistance against any person in employment at, access to and use of the facilities and services operated or otherwise maintained on the Leased Premises. Lessee shall operate and maintain such facilities and services in compliance with the provisions of the Minnesota Human Rights Act, Minnesota Statute-Statutes, Section 181.59 Chapter 363A, as the same may be amended from time to time. These statutory provisions are incorporated in this Lease Agreement as if set forth in their entirety.

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## XII. STATUTORY REQUIREMENTS

A. **Statutory Authority.** This Lease Agreement is entered into pursuant to the authority set forth in MSA 471.191, Subd. 1.

B. **Governmental Program.** This Lease Agreement is entered into in order to carry out a governmental program consisting of use of the Leased Premises as a historical museum and facility (the "Governmental Program") pursuant to MSA 471.15 through 471.191.

C. **Reports and Budgets.** Lessee has provided City with a "Business Plan" which constitutes the initial implementation plan regarding execution of its duties under this Lease Agreement. At least annually on or before the anniversary date of the Lease Agreement, Lessee shall provide City an evaluation report and a budget showing revenues and expenses, and all such plans, reports and budgets relating to the lease and use of the Depot as a historical museum and facility.

D. **Books and Records.** Lessee shall maintain books, records, documents and other evidence pertaining to the costs and expenses associated with the operation of the Leased Premises, and compliance with the requirements contained in this Lease Agreement, and upon request shall allow the City and MHS, auditors for each, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, any and all of its books, records, papers or other documents relevant to the operation of the Leased Premises. Further, Lessee shall, with respect to any data which it possesses regarding the operation of the Leased Premises, comply with all the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes, as such may be amended, modified or replaced. The Lessee shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain, or cause to be retained, all of such books, records, documents and other evidence for a period of ~~five (5)~~ six (6) years.

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E. **Job Listing.** For one (1) year from the date of execution of this Lease Agreement, Lessee shall list any vacant or new positions it may have with Job Services of the Commissioner of Economic Security for the State of Minnesota, or the local service units, as required by Minnesota Statute Section ~~268.116L.66~~, Subd. 1, as such may be subsequently amended, modified or replaced.

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F. **Lease Compliance.** Lessee shall comply with the terms and conditions otherwise obligating the City under the City's lease with BNSF.

## XIII. MISCELLANEOUS

Any alteration, modification or variation of this Lease Agreement shall be reduced to writing as an amendment and signed by each of the parties.

**XIV. MERGER CLAUSE**

It is understood and agreed that the entire agreement of the parties is contained herein and that this Lease Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Lease Agreement are incorporated or attached and deemed to be part of this Lease Agreement.

**XV. SEVERABILITY**

The provisions of this Lease Agreement shall be severable, and the invalidity of any paragraph, sub-paragraph, or sub-division thereof, shall not make void an other paragraph, sub-paragraph, sub-division or any other part.

**XVI. WAIVER**

Waiver by the City of any default and performance by Lessee of any of the terms or conditions contained herein, shall not be deemed a continuing waiver of that default or any subsequent default.

**XVII. LAWS**

Lessee agrees to comply with all Federal, State and local laws, ordinances, and regulations, including requirements under the City's agreement with MHS, that may pertain or apply to the Leased Premises and Lessee's activities and operations thereon.

**XVIII. RECORDING LEASE**

This Lease Agreement may be recorded by either party.

**XIX. SUCCESSORS IN INTEREST**

It is mutually agreed that all the terms and conditions of this Lease Agreement shall extend, apply to and firmly bind all successors in interest of the respective parties.

**XX. NOTICES**

All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and served personally on the City or Lessee, or deposited in the United States Mail, postage prepaid, and addressed as follows:

City of Bemidji  
Bemidji City Hall  
  
317 4<sup>th</sup> Street NW  
Bemidji MN 56601  
  
Attn: City Manager

Beltrami County Historical Society  
130 Minnesota Avenue SW  
~~7301 Frontage Road NW~~  
Bemidji MN 56601  
  
Attn: Executive Director

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line:  
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**XXI. SCRIVENER'S CLAUSE**

The parties acknowledge that this Lease Agreement has been openly negotiated between the parties and that no one party has prepared this Lease Agreement and its construction, therefore, should not be construed against the scrivener.

**XXII. COUNTERPARTS**

This Lease Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterpart shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Lease Agreement on the day and year first above written.

**CITY OF BEMIDJI**

**BELTRAMI COUNTY HISTORICAL SOCIETY**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Executive Director

← Form

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF BELTRAMI    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by ~~Rita C. Albrecht Douglas E. Peterson~~ and ~~John M. Chattin Philip C. Shealy~~, the Mayor and City Manager of the City of Bemidji, a municipal corporation under the laws of the State of Minnesota, on behalf of the corporation.

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\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF BELTRAMI    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201300, by \_\_\_\_\_ and \_\_\_\_\_, the President and Executive Director of the Beltrami County Historical Society, a non-profit organization duly organized under the laws of the State of Minnesota, on behalf of that organization.

\_\_\_\_\_  
Notary Public

**PREPARED ON BEHALF OF THE BELTRAMI  
COUNTY HISTORICAL SOCIETY BY:**

David G. Schueppert, Attorney  
CANN, HASKELL, D'ALBANI & SCHUEPPERT, P.A.  
205 Seventh Street NW  
Bemidji MN 56601  
(218) 751-4060

**PREPARED BY:**

Alan R. Felix, Bemidji City Attorney  
#0150988  
Bemidji City Hall  
317 4<sup>th</sup> St. NW  
Bemidji, MN 56601  
(218) 759-3575

Form

# RESOLUTION NO.

## A RESOLUTION SUPPORTING LEGISLATION AUTHORIZING THE ESTABLISHMENT OF MUNICIPAL STREET IMPROVEMENT DISTRICTS

**WHEREAS**, Minnesota contains over 135,000 miles of roadway, and over 19,000 miles—or 14 percent—are owned and maintained by Minnesota’s 853 cities; and

**WHEREAS**, 84 percent of municipal streets are ineligible for dedicated Highway User Tax Distribution Fund dollars; and

**WHEREAS**, the more than 700 Minnesota cities with populations below 5,000 are ineligible for dedicated Highway User Tax Distribution Fund dollars; and

**WHEREAS**, city streets are a separate but integral piece of the network of roads supporting movement of people and goods; and

**WHEREAS**, existing funding mechanisms, such as Municipal State Aid (MSA), property taxes and special assessments, have limited applications, leaving cities under-equipped to address growing needs; and

**WHEREAS**, maintenance costs increase as road systems age, and no city—large or small—is spending enough on roadway capital improvements to maintain a 50-year lifecycle; and

**WHEREAS**, for every one dollar spent on maintenance, a road authority saves seven dollars in repairs; and

**WHEREAS**, the Council of the City of the City of Bemidji finds it is difficult to develop adequate funding systems to support the City's needed street improvement and maintenance programs while complying with existing State statutes; and

**WHEREAS**, cities need flexible policies and greater resources in order to meet growing demands for municipal street improvements and maintenance.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BEMIDJI** supports enabling legislation that would authorize cities to establish street improvement districts to fund municipal street maintenance, construction and reconstruction.

The foregoing resolution was offered by Councilmember \_\_\_\_\_, who moved its adoption, and upon due second by Councilmember \_\_\_\_\_, was passed by the following vote:

Ayes:

Nays:

Absent:

Passed: